

REMARKS

Claims 1-22 are pending in the present application. By this amendment, claims 1, 10-11, and 13-22 are amended. Applicant respectfully requests reconsideration of the present claims in view of the following remarks.

I. Claim Rejections

Claim Rejections Under 35 U.S.C. §102(e)

Claims 1-8, 10-18, and 21 are rejected under 35 U.S.C. §102(e) as being anticipated by United States Patent Application No. 2002/0032588 to Glazer et al. (hereinafter “Glazer”). This rejection is respectfully traversed.

A. Claims 1-8 and 10 are allowable.

As amended, claim 1 recites that an appointment setting system for assigning a service order to a network resource comprises an appointment control system operative to receive the service order from the appointment negotiator, place the service order in a queue, and to determine the ability of a network resource to fulfill the service order when the service order is next in the queue.

Glazer does not teach, suggest, or describe an appointment setting system for assigning a service order to a network resource as recited by claim 1. On the contrary, Glazer describes a customer driven sponsor controlled network based scheduling system including a central controller operative to forward personalized e-mail messages containing a customized URL which would display a filtered schedule particular to each on-line customer to on-line customers as reminders of upcoming visits, to complete the scheduling of the appointment when the on-line customer clicks on an individual time slot, and to update the master schedule for the sponsoring organization by notifying the sponsoring organization of the scheduled appointment. This is not analogous to the appointment setting system recited by claim 1 because Glazer fails to teach, suggest, or describe that the central controller is operative to place the on-line customer's selection of a time slot in a queue and to determine the ability of the sponsoring organization to fulfill the appointment at that time slot when the online-customer's selection is next in the

queue. Instead, Glazer describes that the central controller completes the scheduling of the appointment when the on-line customer clicks on an individual time slot, without suggesting that the central controller is operative to place the on-line customer's selection in a queue and to determine if the sponsoring organization is available at the selected time when the on-line customer's selection is next in the queue. Since the scheduling system described by Glazer fails to describe that the central controller is operative to place the on-line customer's selection of a time slot in a queue, two customers using the scheduling system described by Glazer may simultaneously select the same or overlapping time slots which the central controller completes, causing a conflict in scheduled appointments.

For at least these reasons, claim 1 is allowable over Glazer. Since claims 2-8 and 10 depend from claim 1 and recite additional features, Applicant respectfully submits that Glazer does not anticipate Applicant's claimed invention as embodied in claims 2-8 and 10 for at least these reasons. Accordingly, withdrawal of these rejections is respectfully requested.

B. Claims 11-18 and 21 are allowable.

As amended, claim 11 recites that a method for setting an appointment comprises placing the service order in a queue and when the service order is next in the queue, determining whether a network resource can fulfill the service order.

Glazer does not teach, suggest, or describe a method for setting an appointment as recited by claim 11. In contrast, Glazer describes a method for developing a schedule for a sponsoring organization including forwarding personalized e-mail messages containing a customized URL which would display a filtered schedule particular to each on-line customer to on-line customers as reminders of upcoming visits, completing the scheduling of the appointment when the on-line customer clicks on an individual time slot, and updating the master schedule for the sponsoring organization by notifying the sponsoring organization of the scheduled appointment. This is not analogous to the method recited by claim 11 because Glazer fails to teach, suggest, or describe placing the on-line customer's selection of a time slot in a queue and determining the ability of the sponsoring organization to fulfill the appointment at that time slot when the online-

customer's selection is next in the queue. Instead, Glazer describes completing the scheduling of the appointment when the on-line customer clicks on an individual time slot, without suggesting placing the on-line customer's selection in a queue and determining if the sponsoring organization is available at the selected time when the on-line customer's selection is next in the queue. Since the scheduling system described by Glazer fails to describe placing the on-line customer's selection of a time slot in a queue, two customers using the scheduling system described by Glazer may simultaneously select the same or overlapping time slots which are then completed, causing a conflict in scheduled appointments.

For at least these reasons, claim 11 is allowable over Glazer. Since claims 12-18 and 21 depend from claim 11 and recite additional features, Applicant respectfully submits that Glazer does not anticipate Applicant's claimed invention as embodied in claims 12-18 and 21 for at least these reasons. Accordingly, withdrawal of these rejections is respectfully requested.

Claim Rejections Under 35 U.S.C. §103(a)

Claims 9, 19-20, and 22 are rejected under 35 U.S.C. §103(a) as being unpatentable over Glazer. This rejection is respectfully traversed.

A. Claims 9 and 19-20 are allowable.

For at least the reasons stated above, claims 1 and 11 are allowable over Glazer. Since claim 9 depends from claim 1 and recites additional features and claims 19-20 depend from claim 11 and recite additional features, Applicants respectfully submit that the teaching of Glazer does not make obvious claims 9 and 19-20. Accordingly, withdrawal of this rejection is respectfully requested.

B. Claim 22 is allowable.

As amended, claim 22 recites that a method for setting an appointment comprises determining whether a change has occurred to the dispatch database record; determining whether the change affects the appointment, in response to a determination that the change has occurred to the dispatch database record; and automatically reassigning the

appointment to another network resource, in response to a determination that the change affects the appointment.


Glazer does not teach, suggest, or describe a method for setting an appointment as recited by claim 22. Instead, Glazer describes a method for developing a schedule for a sponsoring organization including forwarding personalized e-mail messages containing a customized URL which would display a filtered schedule particular to each on-line customer to on-line customers as reminders of upcoming visits, completing the scheduling of the appointment when the on-line customer clicks on an individual time slot, updating the master schedule for the sponsoring organization by notifying the sponsoring organization of the scheduled appointment, and if changes in available resources or personnel occur, then notifying those customers affected by the changes of the need to reschedule. This is not analogous to the method recited by claim 22 because Glazer fails to teach, suggest, or describe automatically reassigning the appointment to another available resource or personnel if changes occur. Instead, Glazer describes notifying those customers affected by the change in resources or personnel, without suggesting automatically reassigning the appointment to another available resource.

For at least these reasons, claim 22 is allowable over Glazer. Accordingly, withdrawal of this rejection is respectfully requested.

CONCLUSION

For at least these reasons, Applicant asserts that the pending claims 1-22 are in condition for allowance. The Applicant further asserts that this response addresses each and every point of the Office Action, and respectfully requests that the Examiner pass this application with claims 1-22 to allowance. Should the Examiner have any questions, please contact Applicant's attorney at 404.954.5042.

Respectfully submitted,
MERCHANT & GOULD, LLC


Leonard J. Hope
Reg. No. 44,774

Merchant & Gould
P.O. Box 2903
Minneapolis, Minnesota 55402-0903
Telephone: 404.954.5100

